

David Keledjian (SBN 309135)
David Arakelyan (SBN 337076)
D.LAW, INC.
250 N Madison Avenue, 2nd Floor
Pasadena, CA 91101-1639
Tel.: (818) 962-6465 / Fax: (818) 962-6469
d.keledjian@d.law, d.arakelyan@d.law
Attorneys for Plaintiff THERESA MADRIGAL,
on behalf of himself and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

THERESA MADRIGAL, on behalf of herself
and all others similarly situated, and the
general public,

Plaintiff,

v.

DPEP, INC., a California corporation;
PEDDER AUTO MANAGEMENT LLC, a
California corporation; PEDDER
AUTOMOTIVE, LLC, a California
corporation; PEDDER NISSAN, LLC, a
California corporation; LAKE ELSINORE
CHRYSLER DODGE JEEP RAM, LLC, a
business entity of unknown form; and DOES 1
through 50, inclusive,

Defendants.

Case No. CVRI2400722

*[Assigned for all purposes to the Hon. Harold
W. Hopp, Dept. 1]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: April 30, 2026
Time: 8:30 A.M.
Dept.: 1

**Reservation ID: Filing Authorized by
Court during the January 15, 2026,
CMC**

Complaint Filed: February 6, 2024
FAC Filed: April 10, 2024
Trial Date: None Set

1 **[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**

2 On April 30, 2026, the Court conducted a hearing on the unopposed Motion for
3 Preliminary Approval of Class Action and PAGA Settlement filed by Plaintiff THERESA
4 MADRIGAL on behalf of herself and all others similarly situated (“Plaintiff”). The Court has
5 reviewed and considered the Memorandum of Points and Authorities in support of the Motion,
6 the Declarations of Counsel and the exhibits in support of the Motion, including the Class Action
7 and PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”), attached as
8 **Exhibit 1** to the Declaration of David Arakelyan in Support of Plaintiff’s Motion for Preliminary
9 Approval of Class Action and PAGA Settlement, between Plaintiff and Defendants DPEP, INC.
10 dba LAKE ELSINORE CHRYSLEHER DODGE JEEP RAM CDJR and PEDDER AUTO
11 MANAGEMENT LLC (“Defendants”). (Plaintiff and Defendant shall be referred to collectively
12 as the “Parties”).

13 This Order hereby incorporates by reference the definitions in the Settlement Agreement
14 as though fully set forth herein, and all terms used herein shall have the same meaning as set
15 forth in the Settlement Agreement.

16 NOW THEREFORE, having read and considered the foregoing, the Court **HEREBY**
17 **MAKES THE FOLLOWING FINDINGS:**

18 1. The Court finds on a preliminary basis that the proposed Settlement falls within
19 the range of reasonableness, and the terms of Settlement, as set forth in the Settlement
20 Agreement, are presumptively fair, adequate, and reasonable to the Class and, therefore, meet
21 the requirements for preliminary approval, subject only to any objections that may be raised
22 before or at the Final Approval Hearing. It appears to the Court that the Settlement’s terms are
23 fair, adequate, and reasonable as to all potential Class Members when balanced against the
24 probable outcome of further litigation, given the risks relating to liability and damages. It further
25 appears that extensive investigation and research have been conducted such that counsel for the
26 Parties at this time are reasonably able to evaluate their respective positions. It further appears to
27 the Court that the Settlement at this time would avoid substantial additional costs by all Parties,
28 as well as the delay and risks that would be presented by the further prosecution of the Action. It

1 appears the Settlement has been reached as a result of intensive, arm's-length negotiations
2 utilizing an experienced third-party neutral.

3 2. The Court further finds, for settlement purposes only, that the requirements of
4 California Code of Civil Procedure § 382 and California Rules of Court, rule 3.760 *et seq.* are
5 satisfied. Therefore, the Court certifies, for settlement purposes only, the following Class
6 described in the Motion for Preliminary Approval and Settlement Agreement:

7 All persons employed by Defendants as hourly, non-exempt employee in the State of
8 California at any time during the Class Period (the period defined as February 13, 2020,
9 through October 31, 2025);

10 It shall be an opt-out class.

11 3. The Court further finds that the moving papers presented for the Court's review
12 set forth a plan to provide proper notice to the Class of the terms of the Settlement and the
13 options available to the Class, including the ability of the Class Members to opt-out or submit a
14 Request for Exclusion from the Settlement and not be bound by the Settlement Agreement or
15 receive any Individual Class Payment under it (except to the extent a Class Member is an
16 Aggrieved Employee under PAGA, in which case the Class Notice makes clear that an
17 Aggrieved Employee cannot opt out of the PAGA Penalties portion of the Settlement); to object
18 to the terms of the Settlement; or to do nothing and receive an Individual Class Payment and be
19 bound by the terms of the Settlement.

20 4. An objecting party is not required to appear at the Final Approval hearing or to
21 file a notice of intention to appear at the Final Approval hearing.

22 5. Plaintiff has submitted to the Court a proposed Court-Approved Notice of Class
23 Action and PAGA Settlement (the "Class Notice"). The Class Notice will be disseminated to the
24 Class Members in English and Spanish, as confirmed by the Parties. The Class Notice
25 (including the Request for Exclusion form and Objection form) are attached hereto as **Exhibit 1**
26 **to the Class and PAGA Settlement Agreement.**

27 ///

28 ///

As a result, for good cause appearing, **IT IS HEREBY ORDERED THAT:**

1. The Court hereby preliminarily approves the proposed settlement upon the terms, conditions, and all release language set forth in the Settlement Agreement.

2. The Court conditionally certifies and approves, for settlement purposes only, the Class of all persons employed by Defendants as hourly, non-exempt employee in the State of California at any time during the Class Period (the period defined as February 13, 2020, through October 31, 2025).

3. For the purposes of this settlement, Emil Davtyan, Esq., David Yeremian, Esq., David Keledjian, Esq., and David Arakelyan, Esq. of D.Law, Inc. are hereby appointed as Class Counsel and shall represent the Class Members in this Action. Any Class Member may enter an appearance in the Action, at their own expense, either individually or through counsel of their own choice; however, if they do not enter an appearance, they will be represented by Class Counsel.

4. For the purposes of this settlement, Plaintiff Theresa Madrigal is hereby appointed as the Class Representative for the Class.

5. The Court confirms Phoenix Class Action Administration Solutions as the Administrator. The procedures for paying the Administration Expenses Payment, as set forth in the Settlement Agreement, are approved. Phoenix Class Action Administration Solutions is directed to perform all responsibilities of the Administrator as set forth in the Settlement Agreement. Once entered, Phoenix Class Action Administration Solutions will also post the Judgment in this matter on its website.

6. The Court hereby approves, as to form and content the Class Notice. The Court finds that the dates and procedure for mailing and distributing the Class Notice in the manner set forth in Paragraph 7 of this Order meet the requirements of due process and are the best notice practicable under the circumstances and shall constitute due and sufficient notice to all persons entitled thereto.

7. The Court directs the mailing of the Court-approved Class Notice via First-Class United States mail to the Class Members in accordance with the schedule and procedures set

1 forth in the Settlement Agreement.

2 a. Within fourteen (14) calendar days of the date of preliminary approval of this
3 Settlement, Defendant shall provide to the Administrator the Class Data; and

4 b. No later than seven (7) calendar days of receiving the Class Data, the
5 Administrator shall mail by First-Class United States mail the Notice to each
6 Class Member. The Administrator shall conduct a National Change of
7 Address database search before mailing and will also use the most recent
8 address available to the Administrator for mail delivery. Any returned mail
9 with a forwarding address from the U.S. Postal Service shall be promptly re-
10 mailed to the new address. The Administrator shall perform a skip trace
11 search for a new address for any returned mail without a forwarding address.

12 8. The procedures for Class Members to opt-out by submitting a Request for
13 Exclusion, as set forth in the Class Notice and Settlement Agreement, are approved. The time
14 for Class Members to submit a Request for Exclusion shall be sixty (60) days after the date of
15 the first mailing of the Class Notices. This date shall be extended by fourteen (14) calendar days
16 if the Class Notice is returned as undeliverable and then remailed to a correct or forwarding
17 address of a Class Member.

18 9. The procedures for Class Members to object to the Settlement, as set forth in the
19 Notice and Settlement Agreement, are approved. The time for Class Members to object to the
20 Settlement shall be sixty (60) days after the date of the first mailing of the Class Notices. This
21 date shall be extended by fourteen (14) calendar days if the Class Notice is returned as
22 undeliverable and then remailed to a correct or forwarding address of a Class Member. Class
23 Members may appear at the Final Approval Hearing, on their own or through a counsel retained
24 at their expense, to present their objection, whether they submitted a prior written objection as
25 provided in the Settlement Agreement.

26 10. The procedures for Class Members to dispute the number of Workweeks worked,
27 as set forth in the Notice and Settlement Agreement, are approved. The time for Class Members
28 to submit a Workweek dispute shall be sixty (60) days after the date of the first mailing of the

1 Class Notices. This date shall be extended by fourteen (14) calendar days if the Class Notice is
2 returned as undeliverable and then remailed to a correct or forwarding address of a Class
3 Member.

4 11. The Court hereby preliminarily approves the definition and disposition of the
5 Gross Settlement Amount as that term is defined in the Settlement Agreement. The Court
6 preliminarily approves the distribution of the Gross Settlement Amount; all subject to the
7 Court's final approval of the Settlement at the Final Approval Hearing. Assuming the
8 Settlement receives final approval, Defendant shall be required to pay only the Gross Settlement
9 Amount in the total amount of \$298,500 plus the employer's share of payroll taxes due as a
10 result of this Settlement.

11 12. A Final Approval Hearing (the "Hearing") shall be held on _____,
12 at _____ a.m./p.m. in department 1 of the Superior Court for the State of California, County of
13 Sacramento, located at 4050 Main Street, Riverside, CA 92501. The purpose of such Hearing
14 will be to: (a) determine whether the proposed Settlement should be finally approved by the
15 Court as fair, reasonable and adequate; (b) determine the reasonableness of Class Counsel's
16 request for attorneys' fees and litigation costs to be awarded; (c) determine the reasonableness
17 of the Class Representative's Service Payment requested to be awarded; and (d) order entry of
18 Judgment in the Class Action, which shall constitute a complete release and bar with respect to
19 the Released Class Claims and Released PAGA Claims.

20 13. Class Counsel shall file and serve all papers in support of the Motion for Final
21 Approval and any application for reimbursement of attorneys' fees and costs, including any
22 costs associated with or incurred by the Administrator, at least sixteen (16) court days before the
23 Final Approval hearing.

24 14. The Administrator shall file a declaration concurrently with the filing of the
25 Motion for Final Approval, authenticating a copy of every exclusion form and every objection
26 form received by the Administrator.

27 15. The Court reserves the right to continue the date of the Final Approval Hearing
28 without further notice to the Class Members and retains jurisdiction to consider all further

1 applications arising out of or connected with the proposed Settlement. However, Class Counsel
2 or the Administrator will give notice to any objecting party of any continuance of the Final
3 Approval Hearing.

4 16. All further proceedings in this Action shall be stayed except such proceedings
5 necessary to review, approve, and implement this Settlement.

6 17. In the event: (i) the Court does not finally approve the Settlement as
7 contemplated by the Settlement Agreement; (ii) the Court does not enter a Final Approval Order
8 as contemplated by the Settlement Agreement, which becomes final as a result of the occurrence
9 of the Effective Date (as that term is defined by in the Settlement Agreement); or (iii) the
10 Settlement does not become final for any other reason, the Settlement and any related Class
11 shall be null and void and any order or judgment entered by this Court in furtherance of the
12 Settlement shall be deemed as void from the beginning. In such a case, the Parties and any
13 funds to be awarded under this Settlement shall be returned to their respective statuses as of the
14 date and time immediately prior to the execution of the Settlement, and the Parties shall proceed
15 in all respects as if no Class had been certified and the Settlement Agreement had not been
16 executed.

17 18. Neither the Settlement, preliminarily approved or not, nor any exhibit, document
18 or instrument delivered hereunder, nor any statement, transaction or proceeding in connection
19 with the negotiation, execution or implementation of the Settlement, shall be admissible in
20 evidence for any reason except as provided in the Settlement Agreement. The Court has made
21 no findings on the merits, and the Defendant has denied the allegations in the operative
22 complaint.

23 19. The Court hereby approves the PAGA Penalties portion of the settlement.

24 **IT IS SO ORDERED.**

25 Dated: _____

26 _____
27 Honorable Harold W. Hopp
28 Judge of the Superior Court